

1 BILL NO. S-84-11-13

2 SPECIAL ORDINANCE NO. S-

151-84

3 AN ORDINANCE approving a Contract  
4 between the City of Fort Wayne,  
5 by and through its Board of Public  
6 Works and Safety with Wayne Asphalt &  
7 Construction Company, for Res.  
8 #5998-84 - Widening Second Street.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 between the City of Fort Wayne, by and through its Board of Public  
13 Works and Safety, with Wayne Asphalt & Construction Company, Inc.,  
14 for Res. #5998-84 - Widening Second Street, is hereby ratified,  
15 confirmed and approved in all respects. The work under said Con-  
16 tract requires:

17 the widening of Second Street between  
18 Wells and Harrison on S. side only  
19 and resurfacing entire street;

20 the Contract price is Twenty-Nine Thousand Seven Hundred Forty-  
21 Eight and 38/100 Dollars (\$29,748.38).

22 SECTION 2. Prior Approval was received from Common  
23 Council with respect to this Contract on July 10, 1984. Two (2)  
24 copies of the Contract attached hereto are on file with the City  
25 Clerk, and are available for public inspection.

26 SECTION 3. That this Ordinance shall be in full force  
27 and effect from and after its passage and any and all necessary  
28 approval by the Mayor.

29 Samuel J. Talarico  
30 Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

33 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico, seconded by Gred, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.,E.S.'

DATE: 11-13-84 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Gred, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-27-84 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-151-84 on the 27th day of November, 1984,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. E. E. E. E.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of November, 1984, at the hour of 11:30 o'clock A..M.,E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of November, 1984, at the hour of 11:00 o'clock A..M.,E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



# CONTRACT

This Agreement, made and entered into this 17<sup>th</sup> day of October, 19 84

by and between -----WAYNE ASPHALT & CONSTRUCTION CO., INC.-----

----- 6600 ARDMORE AVENUE, FORT WAYNE, INDIANA -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5998-84

by widening Second Street between Wells Street and Harrison Street on the south side only and resurfacing entire street.

TOTAL BID

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXXXXXXXX~~ feet with

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5998-84 attached hereto and by reference made a part hereof.

and at the following prices per lineal foot

At the following prices:

Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete and Pavement Removal	One dollar and ninety-six cents per square yard	1.96
Tree Removal	Two hundred and twelve dollars and no cents per each	212.00
Common Excavation	Four dollars and twenty-five cents per cubic yard	4.25
Abandon Structure	Four hundred and twenty-four dollars and no cents per each	424.00
New I-C Catch Basin	One thousand, two hundred and seventy-two dollars and no cents per each	1,272.00
New 5' Curbface Walk	One dollar and seventy cents per square foot	1.70
New 6" Wingwalks w/Ramp	One dollar and seventy-five cents per square foot	1.75
New 8" Alley Approach	Seventeen dollars and twenty-three cents per square yard	17.23
New 6" Drive Approach	Fifteen dollars and eleven cents per square yard	15.11
#53 Base HAC 10"	Twenty-four dollars and twenty-eight cents per ton	24.28
#9 Binder HAC	Twenty-three dollars and sixty cents per ton	23.60



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5998-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 30, 1984 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19     until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 17<sup>th</sup> day of October, 1984

ATTEST:

Shirley G. Dehner  
Corporate Secretary

WAYNE ASPHALT & CONSTRUCTION CO., INC.

BY:

Edward L. Dehner

ITS:

PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

David J. Kunk  
Lawrence D. Conacher

ATTEST:

Helen V. Gochenour  
Secretary and Clerk

[Signature]

Its Board of Public Works and Mayor.



A-2 HAC	Thirty dollars and no cents per ton	30.00
#73 Crushed Stone	Six dollars and forty cents per ton	6.40
6" Cold Applied Thermo Plastic Yellow Skip Line	Two dollars and ten cents per lineal foot	2.10
TOTAL BID	Twenty-nine thousand, seven hundred forty-eight dollars and thirty-eight cents	29,748.38

Note: This does not include cost of relocation or abandoning  
water service valves.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WAYNE ASPHALT & CONSTRUCTION CO., INC  
as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY -----  
-----, a corporation organized under the laws of the  
State of -----, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of TWENTY-NINE THOUSAND,  
SEVEN HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS -----  
(\$ 29,748.38 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 17<sup>th</sup> day of October, 1984,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5998-84

To improve Second Street by widening between Wells Street and Harrison Street  
on the south side only and resurfacing entire street.

TOTAL BID

at a cost of \$ 29,748.38-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WAYNE ASPHALT & CONSTRUCTION CO., INC.

(Contractor)

BY: Edward L. Dehner

ITS: Edward L. Dehner, President

ATTEST:

Gerald G. Dehner

Gerald G. Dehner, Secretary

(Title)

UNITED STATES FIDELITY AND GUARANTY COMPANY  
of Baltimore, Maryland

Surety

\*BY: Leonard Shirley  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- WAYNE ASPHALT & CONSTRUCTION CO., INC. -----  
(Name of Contractor)

----- 6600 ARDMORE AVENUE, FORT WAYNE, INDIANA -----  
(Address)

a -----, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and UNITED STATES FIDELITY AND GUARANTY COMPANY -----  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-NINE THOUSAND, SEVEN HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 17<sup>th</sup> day of October, 19 84, for the construction of:

RESOLUTION NO. 5998-84

To improve Second Street by widening between Wells Street and Harrison Street on the south side only and resurfacing entire street.

TOTAL BID

at a cost of TWENTY-NINE THOUSAND, SEVEN HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-EIGHT CENTS -----  
(\$ 29,748.38), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this 17<sup>th</sup> day of  
Oct., 1984.

(SEAL)

ATTEST:

Edward L. Dehner  
(Principal) Secretary

Esther J. Smith  
Witness as to Principal  
Esther J. Smith  
6600 Ardmore Ave.  
(Address)

Ft. Wayne, Ind. 46809

Linda A. Myers  
Witness as to Surety  
Linda A. Myers  
6600 Ardmore Ave.  
(Address)

Ft. Wayne, Ind. 46809

WAYNE ASPHALT & CONSTRUCTION CO., INC.

Principal

BY Edward L. Dehner

Edward L. Dehner, President  
(Title)

6600 Ardmore Ave. Ft. Wayne, 46809  
(Address)

UNITED STATES FIDELITY AND GUARANTY COMPANY  
of Baltimore, Maryland

Surety  
BY Ronald Shirley  
Attorney-in-Fact  
(Authorized Agent)

Yaste Zent & Rye, Inc.

201 W. Wayne St  
(Address)

Ft. Wayne, Ind. 46802

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY



BILL NO. S-84-11-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract between the City of Fort Wayne, by  
and through its Board of Public Works and Safety with Wayne Asphalt  
& Construction Company, for Res. #5998-84 - Widening Second Street

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

CHARLES B. REDD, VICE CHAIRMAN

JANET G. BRADBURY

PAUL M. BURNS

THOMAS C. HENRY

11-27-84  
CONCURRED IN  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract for Res. #5998-84 - Widening Second Street

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *84-11-13*

SYNOPSIS OF ORDINANCE Contract for Res. #5998-84, is for the Widening of Second Street  
between Wells & Harrison on S. Side only & resurfacing entire street, Wayne Asphalt  
& Construction Company, Inc. is the contractor.

PRIOR APPROVAL RECEIVED July 10, 1984

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$29,748.38

ASSIGNED TO COMMITTEE